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1. General

- 1.1 Verizon shall provide to SBCT, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to SBCT only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to SBCT to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Except as otherwise required by Applicable Law, Verizon shall not be obligated, and may decline, to provide a UNE or Combination to SBCT, if SBCT, either itself or through a third party (e.g., SBCT's Customer), has ordered Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide such a UNE or a Combination that Verizon would not otherwise have an obligation to provide. For example, except as otherwise required by Applicable Law, Verizon shall not be obligated, and may decline, to provide a UNE or Combination to SBCT if SBCT ordered Telecommunications Services or advised its Customer to order Telecommunications Services where the UNE or Combination desired by SBCT was not available in order to permit SBCT to subsequently convert the Telecommunications Services to the UNE or Combination desired by SBCT.
- 1.3 SBCT may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to SBCT. Without limiting the foregoing, SBCT may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to SBCT in order to allow SBCT to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
 - 1.4.1 To the extent that Verizon is required by a change in Applicable

Law to provide to SBCT a UNE or Combination that is not offered under this Agreement as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.

1.4.2 Verizon shall not be obligated to provide to SBCT, and SBCT shall not request from Verizon, access to a proprietary advanced intelligent network service.

- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to SBCT, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to SBCT. If Verizon terminates its provision of a UNE or a Combination to SBCT pursuant to this Section 1.5 and SBCT elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with SBCT to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of SBCT; and, (b) SBCT shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.
- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to SBCT on an unbundled basis or in combination with other Network Elements.
- 1.7 Except as otherwise expressly stated in this Agreement, SBCT shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to SBCT's Collocation node by means of a Cross Connection.
- 1.8 If as the result of SBCT Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a

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technician has been dispatched to the SBCT Customer premises, SBCT will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

2. Verizon's Provision of UNEs

Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide SBCT access to the following:

2.3 Line Splitting, as set forth in Section 5;

5. Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocater-to-collocater connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

15. Maintenance of UNEs

If (a) SBCT reports to Verizon a Customer trouble, (b) SBCT requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then SBCT shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by SBCT is not available at the appointed time provided that access is needed at the Customer's location to repair trouble. SBCT accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of SBCT instructions,

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Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to SBCT by Verizon. If as the result of SBCT instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to SBCT by Verizon. Verizon agrees to respond to SBCT trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly initiated Telecommunications Carrier.

17. Rates and Charges

The rates and charges for UNEs, Combinations and other services, facilities and arrangements offered under this Attachment, shall be as provided in this Attachment and the Pricing Attachment.